

BOARD OF COUNTY COMMISSIONERS
Agenda Item Summary

Meeting Date June 18, 2003

Division **County Attorney**

AGENDA ITEM WORDING

Approval of an interlocal agreement with the School Board concerning traffic (driver) education programs funded with the additional \$3 collected from civil traffic penalties.

ITEM BACKGROUND

Sec. 318.1215, FS authorizes the BOCC to pass an ordinance collecting an additional \$3 from civil traffic penalties for use by schools for traffic education. The BOCC passed Ordinance No. 021-2002 to collect the \$3 fee. The interlocal agreement is to transfer the money collected to the School Board.

PREVIOUS RELEVANT BOCC ACTION

See above.

CONTRACT/AGREEMENT CHANGES

N/A

STAFF RECOMMENDATIONS

Approval.

TOTAL COST
COST TO COUNTY -0-

BUDGETED Yes No
SOURCE OF FUNDS

APPROVED BY: County Attorney ☒ OMB/Purchasing ☐ Risk Management ☐

DIVISION DIRECTOR APPROVAL:


J. R. COLLINS

DOCUMENTATION:

Included ☒

To Follow ☐

Not Required ☐

AGENDA ITEM # _____

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INTERLOCAL AGREEMENT
SCHOOL BOARD AND BOARD OF COUNTY COMMISSIONERS

This Interlocal Agreement is entered into by and between Monroe County, a political subdivision of the State of Florida (hereafter County), and the School Board of Monroe County (hereafter School Board).

WHEREAS, Sec. 318.1215, FS, authorizes the Monroe County Board of County Commissioners by ordinance to collect an additional \$3 with each civil traffic penalty to be used for traffic education programs in public and nonpublic school;

WHEREAS, the County in Ordinance No. 021-2002, codified as Sec. 11-12, Monroe County Code, provided for the collection of the additional \$3; and

WHEREAS, the School Board desires to use the revenue generated by the additional \$3 to fund traffic education programs in the public schools in Monroe County; now, therefore,

In consideration of the mutual consideration and promises set forth below, the parties agree as follows:

1. a) On or before June 1 of each year the School Board's Superintendent (Superintendent) shall submit to the County Administrator (Administrator) its proposed annual traffic education programs for the upcoming year together with a proposed budget.

b) The Administrator shall promptly review the proposed traffic education programs and budget. If the Administrator determines that any of the programs, program item or budget items are not reasonably within the term "traffic education programs" as described in Sec. 316.1215, FS, Sec. 11-12, MCC, or otherwise do not comply with general law, he shall so inform the Superintendent in writing together with suggested modifications necessary to bring the proposed program, program item or budget item into compliance with Sec. 318.1215, FS, Sec. 11-12, MCC, or

the applicable provision of general law. The Administrator's decision regarding the compliance of any program, program item or budget item with Sec. 318.1215, FS, Sec. 11-12, MCC, or applicable provision of general law is final.

c) Once the Administrator has determined that the School Board's proposed traffic education programs and budget comply with Sec. 318.1215, FS, Sec. 11-12, MCC, and general law he shall forward copies of the same together with his written approval to the County Clerk. The Clerk shall then pay to the School Board, out of the Monroe County Traffic Education Fund, the following:

- 1) the budget amount requested; or
- 2) If the revenue collected pursuant to Sec. 11-12, MCC, is insufficient to pay the budget amount requested, then the amount available;

2. If the situation described in subparagraph 1(c)2 occurs, then, after the initial payment, the Clerk shall thereafter make monthly payments by the 15th of each month equal to the revenue collected pursuant to Sec. 11-12, MCC, during the immediately preceding month, less any administrative costs. Such monthly payments shall continue to be paid until such time as the approved budget amount is fully paid or the School Board's traffic programs described in its annual request are completed, whichever occurs first.

Under no circumstances may the amount paid by the County to the School Board pursuant to this agreement exceed the amount that is collected pursuant to Sec. 11-12, MCC, and deposited in the Monroe County Traffic Education Fund.

3. The School Board acknowledges that nonpublic schools are also eligible to receive funds generated from the \$3 added to each civil traffic penalty imposed pursuant to Sec. 318.1215, FS, and Sec. 11-12, MCC. The School Board intends to propose a budget and programs that are open to the public and private students of Monroe County on an equal basis. While the School Board understands that the County reserves the right to enter into agreements with non-public schools pursuant to the statute, it is also understood

that the County will consider the School's County-wide proposal open to all public and private students. Additionally, should the County opt to enter into a non-public school agreement the School Board will be given the ability to amend its proposal to reflect only public school students.

4. The School Board agrees to keep its records pursuant to this agreement according to generally accepted governmental accounting principles and make those records available to an auditor employed by the County or the State of Florida during normal business hours. The records for each year's traffic education program must be retained for a period of three years after the date each year's traffic education program are concluded. If an auditor employed by the State or County determines that funds paid by the County to the School Board pursuant to this agreement were spent for purposes not authorized by this agreement, Sec. 318.1215, FS, or Sec. 11-12, MCC, then the School Board must repay the funds determined by the auditor to have been misspent, together with interest calculated at the rate set forth in Sec. 55.03(1), FS, running from the date the auditor determined that the funds were misspent.

5. To the extent authorized by Sec. 768.28, FS, the School Board agrees to indemnify and hold harmless the members of the Monroe County Board of County Commissioners, the County, its officers, employees, agents and contractors from liability to any person or persons on account of injury to persons or property, or on account of the death of any person, which occurred as the result of any act or omission of any School Board officer, employee, agent or contractor, arising out of, or in connection with, the traffic education programs funded wholly or in part by this agreement.

6. The contact person for the County and School Board are:

Monroe County
County Administrator
1100 Simonton Street
Key West, FL 33040

School Board
Superintendent
241 Trumbo Road
Key West, FL 33040

All written correspondence required by this agreement must be sent to persons and addresses described above. Other individuals, may be substituted as contact persons with written notification of the substitution.

7. This agreement does not create, and may not be construed to create, any relationship, duties, liability, or obligation to, or on behalf of, any third parties.

8. This agreement remains in effect until the occurrence of any of the following:

- a) The County Commission repeals Sec. 11-12, MCC;
- b) The School Board elects not to provide traffic education programs;
- c) Sec. 318.1215, FS, or another provision or general law, is repealed or amended in such a way as to make this agreement inconsistent with general law.

9. This agreement will take effect when an executed original is filed with the Clerk of the Circuit Court of Monroe County.

IN WITNESS WHEREOF, the Board of County Commissioners and School Board have affixed their respective hands and seals the dates indicated below.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk
Date _____

By _____
Mayor/Chairman

ATTEST:

MONROE COUNTY SCHOOL BOARD

By _____
Superintendent
Date _____

By _____
Chairman

Date Filed in the Clerk's Office: _____
jlaSBDiving

APPROVED AND LEGAL
BY ROBERT M. WOLFE
DATE 5-13-03